

| | | | | | | | |
|---|------------------------------------|---|--|--|---|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 80 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER N00164-11-R-JN19 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME (b)(6) | | b. TELEPHONE NUMBER (No Collect Calls) (b)(6) | | 6. SOLICITATION ISSUE DATE 17-Mar-2011 | |
| 9. ISSUED BY NAVAL SURFACE WARFARE CENTER CRANE DIV BLDG 3422 CODE 0562 300 HIGHWAY 361 CRANE IN 47552-5001 TEL: (b)(6) FAX: (b)(6) | | CODE N00164 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 332995 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A5 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | |
| 15. DELIVER TO NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) BLDG 2522N CODE JXNR 300 HIGHWAY 361 CRANE IN 47522-5001 TEL: (b)(6) FAX: | | CODE N00164 | | 16. ADMINISTERED BY CODE | | | |
| 17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE | | CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/> | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | | |

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|------------------------------------|--------------|----------|----------------|------------|
| | SEE SCHEDULE | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section 1.0 - Schedule/Inspection & Acceptance/Delivery

SOLICITATION NOTES

- (1). Electronic submissions of offers, including fax, in response to this solicitation are not acceptable. Offers are required to be submitted in hard copy as indicated in Block 9, Page 1 in order to be evaluated and considered for contract award.
- (2). Section "3.0" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (3). Please pay special attention to section "5.0" of this solicitation, which contains the evaluation factors for award and proposal requirements.
- (4). **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998. This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998.

LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

Offerors may obtain information on registration and annual confirmation by calling 1-800-227-2423, or via the internet at www.ccr.gov for further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

- (5). An offeror may complete the annual representations and certifications as listed electronically at <http://orca.bpn.gov>, the offeror shall make a notation that the ORCA website was used. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete the annual representations and certifications in its entirety and submit them along with their proposal.
- (6). Amendments will be posted to the same web-site as this solicitation. It is the offeror's responsibility to review the web site periodically for future amendments (if any).
- (7). All questions regarding the RFP and/or the data packages must be submitted in writing to stacy.mcatee@navy.mil. NO TELEPHONIC QUESTIONS. All questions and answers will be uploaded to www.fedbizopps.gov. However, the identity of the potential offeror will not be included. Offerors are encouraged to register to receive notification for solicitation and all amendments/revisions and to check the FEDBIZOPPS site prior to submissions of proposal.

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-----------------------|--|------------------------|-------------------|--------------------------|----------------------|
| 1000 | LOT I - M4/CQBR Flash Suppressor Manufactured In accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 20,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 1000

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-----------------------|--|------------------------|-------------------|--------------------------|----------------------|
| 1001 | LOT I - M4/CQBR Sound Suppressor Manufactured In accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and and Statement of Work dated 16 March 2011. | Min. 10 Max. 20,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 1001

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|----------------------|------------|-------------------|---------------|
| 1002 | LOT I - M4/CQBR Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 4,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 1002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|----------------------|------------|-------------------|---------------|
| 1003 | LOT I - M4/CQBR Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 4,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 1003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 2000 | LOT II - MK13 Muzzle Device Manufactured In accordance with NSW Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 1,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 2000

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|-----------------------|------------|-------------------|---------------|
| 2001 | LOT II - MK13 Sound Suppressor Manufactured In accordance with NSW Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 1,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 2001

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|--------------------|------------|-------------------|---------------|
| 2002 | LOT II – MK13 Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 2002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|--------------------|------------|-------------------|---------------|
| 2003 | LOT II – MK13 Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 2003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QTY | U/I | UNIT PRICE | AMOUNT |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 3000 | LOT III - M16A4 Flash Suppressor Manufactured In accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 3,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 3000

| QUANTITY | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QTY | U/I | UNIT PRICE | AMOUNT |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 3001 | LOT III - M16A4 Sound Suppressor Manufactured In accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 3,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 3001

| QUANTITY | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|--------------------|------------|-------------------|---------------|
| 3002 | LOT III – M16A4 Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 700 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 3002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|--------------------|------------|-------------------|---------------|
| 3003 | LOT III – M16A4 Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 700 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 3003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|-----------------------|------------|-------------------|---------------|
| 4000 | LOT IV - M27 IAR Flash Suppressor Manufactured In accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 3,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 4000

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|-----------------------|------------|-------------------|---------------|
| 4001 | LOT IV - M27 IAR Sound Suppressor Manufactured In accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0121, "Family of Muzzle Brakes and Suppressors for Rifle and Carbine (FMBS-R/C)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 3,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 4001

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|--------------------|------------|-------------------|---------------|
| 4002 | LOT IV – M27 Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 700 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 4002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|--------------------|------------|-------------------|---------------|
| 4003 | LOT IV – M27 Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 700 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 4003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 5000 | LOT V - M249 Flash Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 2,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 5000

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 5001 | LOT V - M249 Sound Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 2,500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 5001

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|--------------------|------------|-------------------|---------------|
| 5002 | LOT V – M249 Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 5002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-400 | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|--------------------|------------|-------------------|---------------|
| 5003 | LOT V – M249 Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 500 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 5003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-400 | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|-----------------------|------------|-------------------|---------------|
| 6000 | LOT VI - MK46 Flash Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 4,800 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 6000

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|-----------------------|------------|-------------------|---------------|
| 6001 | LOT VI - MK46 Sound Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 4,800 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 6001

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|----------------------|------------|-------------------|---------------|
| 6002 | LOT VI – MK46 Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 1,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 6002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|----------------------|------------|-------------------|---------------|
| 6003 | LOT IV – MK46 Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 1,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 6003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QTY | U/I | UNIT PRICE | AMOUNT |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 7000 | LOT VII - M240 Flash Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 4,800 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 7000

| QUANTITY | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QTY | U/I | UNIT PRICE | AMOUNT |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 7001 | LOT VII - M240 Sound Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 4,800 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 7001

| QUANTITY | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|----------------------|------------|-------------------|---------------|
| 7002 | LOT VII – M240 Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 1,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 7002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|----------------------|------------|-------------------|---------------|
| 7003 | LOT I - M4/CQBR Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 1,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 7003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 8000 | LOT VIII - MK248 Flash Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 4,800 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 8000

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------------|------------|-------------------|---------------|
| 8001 | LOT VIII - MK248 Sound Suppressor Manufactured in accordance with NSWC Crane Performance Specification PS/JXNLM/C11/0122, "Family of Muzzle Brakes and Suppressors for Light Machine Guns (FMBS-LMG)" and Statement of Work dated 16 March 2011. | Min. 10 Max. 4,800 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 8001

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|----------------------|------------|-------------------|---------------|
| 8002 | LOT VIII – MK248 Blank Firing Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with blank ammunition. | Min. 0 Max. 1,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 8002

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|----------------------|------------|-------------------|---------------|
| 8003 | LOT VIII – MK248 Training Adapter Manufactured in the same size, weight and method of attachment as the sound suppressor for use with training ammunition, such as SRTA, UTM and/or Simmunition (or equivalent). | Min. 0 Max. 1,000 | Each | | |
| | | | | | |
| | FOB: Destination | | | | |
| | FFP | | | | |

UNIT PRICING TABLE – CLIN 8003

| <u>QUANTITY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|
| 1-10 | | | | | |
| 11-25 | | | | | |
| 26-100 | | | | | |
| 101-500 | | | | | |
| 501+ | | | | | |

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u> | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|---|------------|------------|-------------------|---------------|
| 9000 | Data In accordance with Contract Data Requirements List (CDRLs), DD1423 | 1 | Lot | NSP | NSP |
| | | | | | |
| | FOB: Destination | | | | |

The contractor shall propose prices for each of the five years in the pricing matrix. The contractor may propose different price breaks than those stated, based on economies of scale. The pricing shall be on a calendar year basis, and shall run from contract award through 365 days (366 days for a leap year). Subsequent price years will begin on the anniversary of the contract award date.

AWARD OF LOTS I THROUGH VIII

Contracts shall be awarded by Lot. Offerors must propose on the first two CLINs of each Lot to be considered for award of that Lot.

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity for all orders issued against this contract shall not be less than the minimum quantity stated in the following table. The maximum quantity for all orders issued against this contract shall not exceed the maximum quantity stated in the following table.

| <u>CLIN</u> | <u>MINIMUM QUANTITY</u> | <u>MAXIMUM QUANTITY</u> |
|-------------|-------------------------|-------------------------|
| 1000 | 10 EA | 20,000 EA |
| 1001 | 10 EA | 20,000 EA |
| 1002 | 0 EA | 4,000 EA |
| 1003 | 0 EA | 4,000 EA |
| 2000 | 10 EA | 1,500 EA |
| 2001 | 10 EA | 1,500 EA |
| 2002 | 0 EA | 500 EA |
| 2003 | 0 EA | 500 EA |
| 3000 | 10 EA | 3,500 EA |
| 3001 | 10 EA | 3,500 EA |
| 3002 | 0 EA | 700 EA |
| 3003 | 0 EA | 700 EA |
| 4000 | 10 EA | 3,500 EA |
| 4001 | 10 EA | 3,500 EA |
| 4002 | 0 EA | 700 EA |
| 4003 | 0 EA | 700 EA |
| 5000 | 10 EA | 2,500 EA |
| 5001 | 10 EA | 2,500 EA |
| 5002 | 0 EA | 500 EA |

| | | |
|------|-------|----------|
| 5003 | 0 EA | 500 EA |
| 6000 | 10 EA | 4,800 EA |
| 6001 | 10 EA | 4,800 EA |
| 6002 | 0 EA | 1,000 EA |
| 6003 | 0 EA | 1,000 EA |
| 7000 | 10 EA | 4,800 EA |
| 7001 | 10 EA | 4,800 EA |
| 7002 | 0 EA | 1,000 EA |
| 7003 | 0 EA | 1,000 EA |
| 8000 | 10 EA | 4,800 EA |
| 8001 | 10 EA | 4,800 EA |
| 8002 | 0 EA | 1,000 EA |
| 8003 | 0 EA | 1,000 EA |

INSPECTION AND ACCEPTANCE TERMS

All CLINs will be inspected and accepted at NSWC Crane by a representative of the Government.

DELIVERY INFORMATION

| <u>CLIN</u> | <u>DELIVERY DATE</u> | <u>QUANTITY</u> | <u>SHIP TO ADDRESS</u> | <u>UIC</u> |
|-------------|---|------------------------------------|--|------------|
| 1000 - 8003 | 60 days after effective date of Delivery Order. | To be cited on Each Delivery Order | NAVAL SURFACE WARFARE CENTER CRANE DIV ATTN: (b)(6) BLDG 2522 CODE JXNR 300 HIGHWAY 361 CRANE IN 47522-5001 (b)(6) FOB: Destination | N00164 |
| 9000 | IAW DD1423s | 1 Lot | IAW DD1423s | N00164 |

CLAUSES INCORPORATED BY FULL TEXT

CNIN-B-0007

It is requested that technical questions concerning this procurement be submitted, in writing, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EDT on the seventh calendar day preceding the closing date shown on page 1 addressed as follows:

CONTRACTING OFFICER BLDG 3422 CODE CXML
NAVSURFWARCENDIV

300 HIGHWAY 361
CRANE IN 47522-5000
or E-mail questions to stacy.mcatee@navy.mil

CLAUSES INCORPORATED BY FULL TEXT

NOTICE:

HANDLING OF PROPOSAL DATA & CORRESPONDENCE BY CONTRACTOR SUPPORT PERSONNEL

You are hereby notified that contractor support personnel within the NSWC Crane Acquisition and Extended Enterprise Department may be handling your Bid and Proposal or Quote data as well as other correspondence and documentation concerning this action. Non-disclosure statements have been executed by all contractor support personnel participating in the process and are maintained by the NSWC Crane Acquisition and Extended Enterprise Department.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

STATEMENT OF WORK

**STATEMENT OF WORK FOR
FAMILY OF MUZZLE BRAKES AND SUPPRESSORS (FMBS)
PROCUREMENT
16 March 2011**

1. Scope

This Statement of Work (SOW) sets forth the requirements for the procurement of the Family of Muzzle Brakes and Suppressors (FMBS), a project of the United States Special Operations Command (USSOCOM) Weapon Accessories (WPNAC) Program. The purpose of this SOW is to procure accessories that will meet the FMBS specification requirements at contract award. This SOW provides for the procurement, test, configuration management (CM), technical documentation, training, and Contractor Logistics Support (CLS).

1.1 Background

(b)(5)

2. Listing of Applicable Documents

The following specifications and standards form a part of this SOW to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto.

2.1 Performance Specifications

Performance Specification for the FMBS-R/C PS/JXNLM/C11/0121
Performance Specification for the FMBS-LMG PS/JXNLM/C11/0122

2.2 Military Standards

MIL-STD-130N Identification Marking of U.S. Military Property

2.3 Department of Defense Handbooks

MIL-HDBK-61A Configuration Management Guidance

2.4 Non-Government Standards and Other Publications

ANSI/ASQC Q9001 Quality Systems – Model for Quality Assurance in Design /
Q9000:1994 Development, Production, Installation and Servicing

ANSI/EIA-649A National Consensus Standard for Configuration Management Apr 04

2.5 Order of Precedence

In the event of a conflict between the text of this document and the references cited herein, the text of this document shall take precedence. Nothing in this document shall supersede applicable Federal, State, or Local Laws and regulations unless a specific exemption has been obtained.

2.6 Availability of DOD Documents

Government specifications, standards, and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building D, Philadelphia, PA 19111-5094. Non-Government Publications are available from the National Standards Institute, 11 West 42nd Street, New York, NY 10036.

3. Requirements

3.1 General

The Contractor shall provide the FMBS in accordance with the contract CLINs, CDRL items, and the Performance Specification. Hardware and data deliveries shall be IAW Section 1 of the contract.

3.1.1 Serial Number Reporting

The Contractor shall provide serial numbers for each delivered FMBS as an attachment, in Microsoft Excel format, to the invoice submitted in the Wide Area Workflow (WAWF).

3.2 Quality

3.2.1 Quality Program

The Contractor shall establish, implement, document, and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of ANSI/ASQC Q9001 or an equivalent quality system model.

3.2.2 Testing

The Contractor shall make available for the Government's review, all previous and current test results concerning the performance, reliability, maintainability, environmental conditions, and safety of the FMBS.

3.3 Program Support

3.3.1 Contractor's Program Management

The Contractor shall develop and implement a management plan that clearly defines how the FMBS program will be managed and controlled. The Contractor shall be responsible for overall system performance and shall define and maintain appropriate subcontract and associated relationships to support all necessary requirements, allocations, and interfaces. The Contractor shall designate a single point of contact (POC) specifically charged with the responsibility for accomplishment of the performance and schedule requirements set forth by this SOW. The Government shall have access to the Contractor's facilities throughout the life of this SOW. The POC shall be the focal point for all technical communication.

3.3.2 Program Reviews

The Contractor shall be responsible for attending program reviews as mutually agreed upon with the Government. The Contractor shall convene the following described program reviews at the Contractor's facility. These reviews shall serve as a forum to resolve issues and exchange information in support of testing, production, repair, logistics support, and delivery. The Contractor shall ensure that appropriate personnel are available for conferences and reviews to address and resolve agenda items. Program reviews shall commence within 90 days after contract award. Subsequent program reviews shall convene as mutually agreed upon between the Contractor and the Government but no more frequently than quarterly. A maximum of four Program Reviews will be held per year with three at the Contractor's facility and one at NSWC Crane. The Contractor shall be prepared during all Program Reviews to address contract performance.

3.4 Failure Reporting, Analysis, and Corrective Action System (FRACAS)

The Contractor shall establish a FRACAS program for equipment and process reliability improvement that includes requirements for reporting, analyzing, and correcting system failures. The Contractor shall furnish a Failed Item Analysis Report for each failed item occurring during Acceptance Testing or Warranty Returns (i.e. Quality Deficiency Reports, etc). The Contractor shall have an established closed loop failure reporting system, procedures for analysis of failures to determine cause, and documentation for recording procedures for analysis of failures to determine cause, and documentation for recording corrective action taken. The Contractor shall have a mechanism in place to collect and report field product performance, problems, failures, and shall implement an effective cause and corrective action system. The Contractor's existing data collection, analysis, reporting and corrective action system shall be used for field failure reporting. Failure data shall be isolated to the lowest replaceable assembly (LRU). The field failure reporting and corrective action system shall identify failures, prioritize trends, analyze failure modes and causes, and track solution effectiveness. The Contractor shall provide a Failure Summary Analysis Report for each system repaired or replaced under warranty IAW CDRL A005.

3.5 Performance

The Contractor shall notify the Government of any and all performance related data that would both positively and negatively impact the reliability, maintainability, and/or supportability of the FMBS. The Government may test, validate, verify, and/or certify any and all of the System performance parameters to verify compliance with the Performance Specification.

3.6 Configuration Management (CM)

The Contractor shall have an established CM program in place under the general guidance of MIL-HDBK-61A and shall provide for the configuration identification, control, and status accounting of all new and/or identified hardware, firmware, software, and documentation IAW ANSI/EIA 649A. The CM program shall address the Contractor's procedures for CM, reviews, and the preparation, review, and processing of Requests for Engineering Changes (CDRL A003) and Request for Deviations (CDRL A004). All baselines shall be documented in the Contractor's configuration status accounting database. The Contractor shall provide a top level system drawing for the FMBS IAW CDRL A006 to establish Nomenclature and National Stock Number (NSN) assignment. In addition an organizational and depot level spares drawing, once agreed with the Government, shall also be submitted IAW CDRL A006. These drawings shall be submitted as required whenever a configuration change causes changes or revision to these drawings for Government approval. The latest revision of drawings shall be submitted to the Government throughout the life of the contract within 30 days of any change.

3.6.1 Configuration Identification (CI)

The Functional Baseline and Product Baseline shall identify the hardware configuration of the FMBS. The Functional Baseline is defined by the system specification. The Product Baseline (PBL) is defined by the Engineering Drawings and Associated Parts Lists.

3.6.2 Configuration Control

The hardware PBL shall be controlled by Form, Fit, Function, Interchangeability, and Interoperability in consonance with the Government Maintenance Concept of Organizational to Contractor Logistics Support. The Contractor shall submit for Government approval, all proposed changes that impact the Form, Fit, Function, Interchangeability, Interoperability, or Safety of the current system configuration in accordance with the Contract Data Requirements Lists.

3.6.2.1 Engineering Change Proposal (ECP)

The Contractor shall prepare an ECP for any changes to the approved Functional and/or Product Baseline. The Government shall determine if a change shall be designated as Class I or Class II. Class I ECPs shall require at a minimum a Revision or Part Number change to the FMBS dependent upon system impact to form, fit, function, or cost. The Government shall dictate to the Contractor whether a Part Number or Revision to the FMBS is required for a Class I ECP. Any Requests for Deviations shall be submitted through the Contracting Officer for Government review and approval. The Contractor shall provide ECPs via electronic mail and hard copy for Government review and approval IAW CDRL A003.

3.6.2.2 Non-Class I Changes

For those changes not affecting form, fit, or function the Government will review the proposed changes and provide concurrence. The contractor shall obtain concurrence prior to or concurrent with the release of the Class II changes. The Contractor assumes total risk for implementation of changes prior to notification of Government concurrence.

3.6.3 Configuration Status Accounting (CSA)

All baselines, ECPs and deviations shall be documented in the Contractor's CSA database. The Government will utilize the CSA database as the single tracking system for each configured hardware and software item. The Contractor shall provide the Government the CSA database via electronic media and hard copy IAW CDRL A002.

3.7 Integrated Logistic Support (ILS)

3.7.1 Warranty Repair

The Contractor shall provide a standard one year commercial warranty.

3.7.2 Labeling and Marking

Labeling and marking requirements shall be IAW MIL-STD-130N and the applicable requirements of the performance specification. The Contractor shall provide, on the outside packaging of each FMBS, serial number information in human and machine readable form.

3.7.2.1 Unique Item Identification (UID)

The Contractor shall provide DOD unique item identification (UID) for each FMBS. The Contractor shall register and validate all UIDs with the DOD UID Registry and shall ensure all item parent/child relationships are accurately recorded in the UID Registry. All parts markings shall be in accordance with MIL-STD-130N and DFARS 252.211-7003. The Contractor shall ensure that the UID marking location will be optimized for ease of scanning and shall avoid applying UID markings on curved or rounded surfaces. The Contractor shall include human readable information of the 2D Data Matrix as part of the UID mark where adequate space is available. At a minimum the machine readable information (MRI) shall include:

- UID (concatenated, either construct 1 or 2)
- Issuing Agency Code
- Enterprise Identifier
- Original Part Number
- Serial Number

3.7.3 Operators / Maintenance Technical Manual

The Contractor shall provide an Operators Manual as specified in CDRL A007. The Contractor shall have a process in place that provides for the validation of the adequacy and technical accuracy of the Technical Manual. The Government will verify and approve the accuracy and completeness of the Technical Manual. Any discrepancies shall be corrected by the Contractor at no additional expense to the Government.

3.8 Environmental and Hazardous Material (Hazmat)

The Contractor shall have an established Environmental and Hazmat program to ensure the system design, development, testing evaluation, operations, and maintenance comply with federal, state, and local environmental laws, regulations, shipping regulations, policies, treaties, and agreements. The Contractor shall perform a comprehensive Environmental Safety and Health (ESH) analysis and provide an Environmental, Safety, and Health Plan addressing Environmental Safety Hazards and support requirements associated with using hazardous materials, and cost effective pollution prevention programs. The Contractor shall ensure the environmental and hazard analysis complies with DOD Directive 5000.2-R, paragraph 4.3.7. The Contractor shall identify all non-metallic materials contained in the FMBS. The Contractor shall provide this data to the Government in a System Safety Hazard Analysis Report IAW CDRL A001.

Section 2.0 - Accounting Information

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Priced (FFP) type contract resulting from this solicitation.

(End of provision)

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 1.

ADDENDUM 1 - 52.212-4 TAILORING

The following information is hereby added to the clause:

SPECIAL PAYMENT INSTRUCTIONS

- Payment instructions will be detailed in each individual delivery order.
- Payment is not to be pro-rated.

SPECIAL INVOICE/BILLING INSTRUCTIONS

- Invoice/billing instructions will be detailed in each individual delivery order.
- The appropriate contract ACRN associated with each CLIN/SubCLIN shall be referenced inserted into the WAWF document.

INVOICE INSTRUCTIONS**INVOICE INSTRUCTIONS (NAVSEA) (JUN 2007)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the NavalSurface Warfare Center (NSWC) Crane will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☐ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*).

| | |
|---|--|
| PAY DODAAC: | TBD |
| WAWF Invoice Type (Select Document to Create Area) | Combo |
| Inspection/Acceptance Point (Select Document to Create Area) | Inspection: Destination Acceptance: Destination |
| Issue By DODAAC | N00164 |
| Admin DODAAC: | TBD |
| InspectBy DODAAC (if applicable) | N00164 |
| Ship To DODAAC | N00164 |
| Acceptor DODAAC: | N00164 |

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

| |
|--|
| Send Additional Email Notification To: TBD |
| |
| Phone: 812-854- |

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

Additional WAWF Information:

Check if applicable:

- ☐ On the Miscellaneous Tab in WAWF attach the cost breakdown (SF 1035) for the cost voucher amount being submitted IAW the invoicing instructions.
- ☐ A Certificate of Conformance is required per the terms of the contract. Please mark the CofC block on the Combo or Receiving Report and attach the CofC on the Miscellaneous Tab.

For questions, please send an email to the WAWF Functional Mailbox: Cran_Acquisitn_WAWF@navy.mil.

Contractors shall include, as a minimum, the following information on each receiving report and invoice. The following requirements are taken from FAR 52.212-4(g) clause located elsewhere herein. Failure to invoice properly may result in significant payment delays.

1. Name and address of the contractor.
2. Contract/purchase order number or other authorization for supplies delivered or services performed (including order number and contract line item number (CLIN/SLIN)). If the CLIN and/or SLIN is not listed on the invoice it will be rejected.
4. The appropriate contract ACRN listed within the line item and accounting data of the purchase order/contract shall be included on the invoice. If the appropriate ACRN is not included the invoice will be rejected.
3. Description, quantity, unit of measure, unit price, extended price of supplies delivered or services performed and invoice total.
4. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payments discount terms). Bill of Lading number and weight of shipment will be shown for shipments on government bill of lading.
5. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
6. Any other information or documentation required by other requirements of the contract (such as Evidence of Shipment, Certificate of Conformance, etc.).

For invoices that CANNOT be submitted via WAWF because the DFAS office is not WAWF enabled or if the vendor is a foreign vendor and does not have a U.S. Bank account then invoices shall be submitted in hard copy in accordance with the submission of invoice clause herein to the following address (if different than Page 1):

VENDOR PAY
CODE 057M BLDG 64
NSWC CRANE
300 HIGHWAY 361
CRANE IN 47522-5001

Or e-mail the invoice to the following address:
CRAN_VendorPay@navy.mil
The subject line of the e-mail must read as follows:
Company Name/Contract Number/Order Number

NSWC Crane point of contact for WAWF questions may be reached at 812-854-8312 or e-mail
Cran_Acquisitn_WAWF@navy.mil

To determine whether a DFAS is WAWF enabled the following website may be reviewed:
<https://wawf.eb.mil>

PAYMENT STATUS INQUIRIES

Status of invoice payments can be obtained from the following web site:

<http://www.dod.mil/dfas/contractorpay/myinvoice.html>

The status of invoice payments can be obtained through the **MOCAS myInvoice (formerly New VPIS)** site listed on the above web site.

It is recommended that the vendor download the “myInvoice Report/Query Instructions”, “Registration Instructions”, and “myInvoice Status Code Document”. You must then register before payment inquiries can be made.

Vendors will register on-line and will be granted access to the myInvoice system if their registration information matches their company information in the CCR, limiting vendors to a view of their own data as defined by their CAGE/DUNS/TIN combinations.

You may also contact one of the DFAS Paying Office Vendor Pay Customer Service Phone Numbers listed below:

| | |
|---|----------------|
| DFAS Columbus (North, South, & West Entitlements) | 1-800-756-4571 |
| DFAS Charleston (now being paid by DFAS Cleveland) | 1-800-756-4571 |
| DFAS Cleveland | 1-800-756-4571 |
| DFAS Dayton | 1-800-756-4571 |
| DFAS Denver | 1-888-898-0887 |
| DFAS Indianapolis | 1-888-332-7366 |
| DFAS Lawton (Seaside) | 1-888-445-5154 |
| DFAS Lexington | 1-859-293-4344 |
| DFAS Limestone | 1-800-756-4571 |
| DFAS Norfolk | 1-800-209-1628 |
| DFAS Oakland | 1-800-731-8096 |
| DFAS Omaha | 1-800-756-4571 |
| DFAS Orlando (Army) | 1-800-950-9784 |
| DFAS Orlando (Air Force) | 1-800-756-4571 |
| DFAS Pacific | 1-888-222-6950 |
| DFAS Pensacola | 1-800-328-9371 |
| DFAS Rock Island | 1-888-332-7742 |
| DFAS Rome | 1-800-553-0527 |
| DFAS San Antonio | 1-888-478-5636 |
| DFAS San Bernardino | 1-800-756-4571 |
| DFAS San Diego | 1-800-731-8096 |
| DFAS St. Louis | 1-877-782-5680 |

To determine which system to use see the following blocks of your contract document for payment offices designation:

| | |
|--|--------------|
| <u>DOCUMENT</u> | <u>BLOCK</u> |
| SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | 18A |

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE *[Use when an extension of the 7-day constructive acceptance period in the prompt payment act is required for I&A purposes and it is SCP to do so in order that payment will not be authorized before acceptance has occurred]*

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The due date for payment is defined in FAR 52.232-25, Prompt Payment, (Oct 2003), paragraph (a)(1) as follows:

Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause (FAR 52.232-25), the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause (FAR 52.232-25).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

BUSINESS HOURS

Crane division, naval surface warfare center, Crane, Indiana allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 am and 5:30 pm (local time). Many of our employees work 6:30AM to 3:00PM (local time) as a regular practice. The core time, when all employees are scheduled to work, is 9:00 am to 3:00 pm (local time).

NSWC Crane operates in the Eastern Time Zone beginning 4 November 2007.

TAX EXEMPTION

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a government activity from any payment of sales and use tax. Exemption Number 0018103400015 assigned.

VENDOR SURVEY

The mission at NAVSEA crane is to provide quality and responsive acquisition services for this command. In an effort to continue to improve our services, NAVSEA, Crane is conducting a survey of our vendors. This survey may be found on the internet at the following address: <http://www.crane.navy.mil/supply/vendorsurvey.htm>.

Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

Section 3.0 - Clauses By Reference

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|---|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-48 | F.O.B. Destination--Evidence Of Shipment | FEB 1999 |
| 52.252-2 | Clauses Incorporated By Reference | FEB 1998 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.204-7008 | Export-Controlled Items | APR 2010 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 252.225-7013 | Duty-Free Entry | DEC 2009 |

Section 4.0 - Clauses & Other Full Text Information

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.227-14 | Rights in Data--General | DEC 2007 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 252.212-7001 | Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items | JAN 2011 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 2.

ADDENDUM 2 – 52.212-4 Tailoring

The following information is hereby added to the clause:

(o) *warranty* -- append the following to paragraph (o)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of __\ months. (Offeror is to insert number.)

(u) *Past performance.* The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Customer Satisfaction

(v) *Data Rights.* The Government shall have unlimited data rights to all data generated in accordance with DFARS 252.227-7015.

(w) *Ordering.* The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522. Delivery orders will be placed against this contract, by the Government, using the SF 1449.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☐ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (9) [Reserved].

☐ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

☒ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9

☒ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

X (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

X (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

___ (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

__X_ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X_ (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X_ (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award effective date through five (5) years after contract award effective date

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 each the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 10,000 Each

(2) Any order for a combination of items in excess of 20,000 Each or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract after completion of all delivery orders issued with the prescribed ordering period.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the

timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 332995- assigned to solicitation number N00164-11-R-JN19.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (SEP 2010)

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

| Contract line, subline, or Exhibit line item No. | Item description |
|---|------------------|
| | |

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

CNIN-D-0004 MARKING FOR SHIPMENT

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Code JXNR, Bldg.2522N

CNIN-D-0006 INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

CNIN-F-0003 RECEIVING FACILITY SCHEDULE

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Thursday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility is normally closed Friday, Saturday, and Sunday.

CNIN-G-0013 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name

Phone

E-mail Address (optional)

CNIN-I-0003 SAFEGUARDING ARMS, AMMUNITION AND EXPLOSIVES

NOTE: Supplies procured under this contract are identified as sensitive material, Category IV and shall be transported in accordance with the requirements of DOD 5100.76-M, "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives".

CNIN-I-0004 PHYSICAL SECURITY OF CONTRACTOR'S FACILITIES

The contractor agrees to maintain his facilities in accordance with the applicable requirements of Department of Defense Instruction 4145.26M as referenced in DFARS 252.223-7002. Supplies procured under this contract are identified as sensitive material (Category IV) under DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities), requiring physical security and transportation in accordance with DOD 5100.76-M.

HQ-C-1-0001 ITEM, CLIN 9000 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

HQ-C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

HQ D-2-0004 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

Section 5.0 - Instructions & Provisions

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be _____ DX rated order; X DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States

must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

NOTE: The provision at 52.212-1 has been tailored (See Addendum 3).

ADDENDUM 3 - 52.212-1 TAILORING

The offeror shall complete the STANDARD COMMERCIAL WARRANTY text in Addendum 2 52.212-4 Tailoring (o) herein. A copy of the offeror's warranty shall be submitted with the initial offer.

Paragraph (c): Change 30 calendar days to 120 calendar days

Paragraph (e): Delete

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the [NSWC Crane Division WWW Page \(http://www.crane.navy.mil/acquisition/synopcom.htm\)](http://www.crane.navy.mil/acquisition/synopcom.htm) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of

the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

Paragraph (b): Add the following:

The following information shall be submitted for evaluation:

Proposal Requirements – General

a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers must show:

- o The Solicitation Number
- o The time specified in the solicitation for receipt of offers
- o The name, address, telephone number and email of the offeror.

The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

Required Submittals:

a) Standard Form 1449 with the following blocks filled in:

17a, Contractor/Offeror – Name, Address, Phone Number

30a, Signature of Offeror/Contractor

30b, Name and Title of signer

30c, Date Signed

b) Representations and Certifications contained herein must be completed by Offeror's submitting a proposal in response to this solicitation and must be returned with offer. If Representations and Certifications are registered in the "ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION" (ORCA) indicate so in offer. If not, you can register online at www.bpn.gov

c) Must acknowledge any/all amendments to the solicitation.

d) Must fill in all company information requested and provide information with offeror.

e) Fill in all pricing information for all quantity breaks and all five years for all CLIN's offeror is proposing for award consideration. Clearly state in proposal which CLIN's offeror is proposing for award consideration.

f) Product Samples as indicated below.

g) The offeror should clearly state how it intends to accomplish this contract. Mere acknowledgement or restatement of a requirement or task is not acceptable. The information in the proposal should be presented in a clear, coherent, and concise manner. The written presentation of the proposal shall be limited to the information necessary to convey a point. The Technical Specifications, together with other applicable portions of the RFP shall be used as the basis for preparing the proposal.

(h) Offerors are required to submit a quantity of 6 EA sound suppressors and 12 EA flash suppressors/muzzle devices for each corresponding LOT/CLIN proposed. Offerors submitting offers on LOT IV, CLINs 0007 & 0008 (M27 IAR) are required to provide 9 sound suppressors and 18 flash suppressors. Product samples are required at the time and date specified for solicitation closing (see page 1, Block 8). Offerors failing to provide product samples by the solicitation closing date will be determined non-responsive, and will not be considered for award.

Proposal Requirements - Specific

(b) Proposal content:

(i) Product samples, as identified in paragraph (h).

Product Samples. Product samples, in the quantities identified above, are required for all CLINs in this solicitation and must be furnished as part of the offer by the time and date specified in block 8 of the SF 1449. The samples are to be delivered to the following address:

Contracting Officer
Attn: Ms. Stacy McAtee, Code CXML-NS, Bldg. 3422
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5001

The product samples provided must be of identical configuration and representative of production deliverables. Product samples provided do not count toward deliverable quantities specified in the Schedule of Supplies.

For each CLIN, three (3) of the submitted sound suppressors and six (6) of the flash suppressors/muzzle devices shall be devoid of any manufacturers names, logos, or any identifying markings, excluding the required BATFE serial numbers.

Product samples can be packed in commercial packaging.

Product samples shall be manufactured using the same materials, equipment, process and procedures as will be used in regular production.

All product samples which are not destroyed in testing will not be returned to the contractor.

Offerors shall ensure that the product samples are fully functional and are representative of that which they propose to satisfy the Government's requirements in the solicitation. If an offeror submits a defective product sample or the product sample malfunctions during testing it will not be returned to the offeror for rework or replacement.

Resubmission of a product sample will not be allowed. Failure of product samples to meet Go/No Go requirements will render the offer technically unacceptable, the offeror will not be further evaluated, and the offer will be ineligible for award of the applicable Lot.

The following data is required to accompany Product Sample Hardware to be used for "INFORMATIONAL PURPOSES ONLY" to support testing/evaluation of the submitted product samples:

- Operator's manual (To provide system operator's with information pertaining to safe operation of the system).
- Notice of any and all Ozone Depleting Substances

(ii) **Technical Proposal.** Offerors shall identify if proposed items, including product samples, meet the specification requirements (threshold and objectives).

The offeror shall address its ability to produce the items required in the schedule in such a manner that the Government can make a GO/NO GO technical capability determination on the contractor's ability to meet the performance Specification requirements paragraphs 3.3.1 (Compatibility) and 3.3.2 (Reliability).

Technical Approach: Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the Government. To this end, each technical proposal shall be so specific, detailed and

complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. This will serve to lower the perceived risk associated with an offeror's proposal. Statements that paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this solicitation. The contractor should also provide any supporting test data to support technical claims/assertions. Any exception to the Government's technical requirements/specifications and Statement of Work must be included in the technical proposal and clearly delineated in a cover letter to the technical proposal.

Any new muzzle brake-to-sound suppressor interface must provide for open system architecture. This requires that the offeror propose a reasonable means for the Government to acquire all interface data and measurements for the unrestricted use of the interface. The Government may reject offers containing proprietary interfaces, and/or offers that do not contain a proposal for transfer of any proprietary interface to unrestricted Government control.

The written technical proposal will fully discuss your technical approach in meeting the Government's requirements to include, but not limited to a discussion of all anticipated risks and the plan to manage those risks. The offeror may elaborate on any specification requirement and shall elaborate on any areas of non-compliance with the specification (either in the product sample or the proposed production hardware). The offeror is encouraged to elaborate via referencing attachments such as drawings, in-house testing results, and detailed technical approach, etc. for the FMBS-RC and FMBS-LMG. Vendors shall add remarks on how any deficiencies will be addressed.

(iii) Past Performance Data Sheet. Offerors shall provide information on Past Performance by completing CNIN-K-0001 Contractor Performance Data Sheet, with the offeror's last three relevant Government contracts (all prime and major subcontracts received, or in performance, during the past three years). Offerors without relevant past performance shall indicate in the proposal that they do not have relevant past performance.

It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. If the offeror does not provide a corrective action the Government will assume that the problem encountered still exists. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

(iv) Price Proposal. The schedule contains a basic LOT/CLIN structure to identify the Government's requirements. Offerors must propose on both CLINs contained in the LOT. Award will be made by LOT.

Offerors shall complete the schedule by creating step ladder pricing that will allow for maximum advantages of economies of scale. Technical data shall be "not separately priced" in accordance with the schedule.

Cost or pricing data is not required IAW FAR 15.403, however, the Contracting Officer reserves the right to request other than cost or pricing data should it be necessary to allow the Government to make a fair and

reasonable price determination. The Contractor shall explain any price anomalies (i.e., for example, range order pricing economies of scale differences). The price proposal shall include information on any significant contractor with whom the prime has teamed with or been a major subcontractor with. Other than cost or pricing data may be required of the subcontractor, the same as above pertinent to the prime if the Contracting Officer determines the information is needed for a price reasonableness determination.

If applicable, catalog pricing containing detailed price list for any scheduled item shall be furnished. Explanations shall be provided for any differences between the published price list and the proposed prices. The offeror shall explain the basis for any proposed inflation from year to year.

The proposal is presumed to represent an offeror's best offer since the Government reserves the right to award without discussions. As such, the offeror's initial offer should contain the best terms from a price and technical standpoint. Any inconsistency whether real or apparent, between promised performance and price, should be explained in the proposal, as price credibility rests with the offeror. The Government may reject any and all offers if such an action is in the public's interest, except other than the lowest price proposal and waive any informalities and minor irregularities in the received submittals.

(v) Solicitation Response. Two (2) completed, signed solicitation packages, including acknowledgement of any and all amendments; execution of all representations and certifications executed, and pricing tables completed for each CLIN.

Offerors are required to complete the solicitation in its entirety including completion of all 'fill-ins', required certifications and representations, and acknowledgement of all amendments to this solicitation.

Exceptions. Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception.

CNIN-K-0001 CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a minimum of three and a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

Address:

Division:

RFP #:

POC: (Person who can verify data)

Telephone:

FAX:

CONTRACT INFORMATION

Contract Number:

Contract Type: Fixed Price

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Address:

Date Completed:

Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)

Telephone:

FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?

YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?

YES _____ NO* _____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ _____ - _____

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

CNIN-L-0003 SUBCONTRACT DATA REQUIRED (6410)

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein, if applicable.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The evaluation factors and associated subfactors for the award decision are listed below.

| <u>FACTOR I - Technical Evaluation</u> | <u>SUBFACTORS</u> |
|---|--|
| | A. Product Sample Operational Assessment |
| | B. Product Sample Technical Assessment |
| | C. Written Proposal Assessment |
| <u>FACTOR II - Past Performance</u> | <u>SUBFACTORS</u> |
| | A. Quality |
| | B. Schedule |

FACTOR III – Price

Factor I is significantly more important than Factor II, and Factor I is significantly more important than Factor III. Factor II is significantly more important than Factor III. Factor I and Factor II (factors other than price), when combined, are more important than Factor III (price). The price factor becomes more important as the degree of equality of Factors Other Than Price increases, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

Under Factor I, Subfactor A is significantly more important than Subfactor B and C. Subfactor B is more important than Subfactor C. Under Factor II, Subfactor A is more important than Subfactor B. Factor III, Price will not be rated, but will be considered in determining the "best value" to the Government. Past Performance information may be evaluated upon receipt prior to the closing date of the solicitation.

Note: Any product sample that fails to meet Go-No Go criteria outlined in the performance specification will be removed from testing and will not be considered for contract award of the applicable lot.

Price will not be rated but will be considered in determining the "best value" to the Government. The best value determination may result in the Government being able, or willing, to pay a premium for higher technical capability and/or superior past performance.

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. If the offeror does not provide a corrective action the Government will assume that the problem encountered still exists. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database

maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award

of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| _____ |
| — |
| _____ |
| — |
| _____ |
| — |

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

| | |
|--------------------|-----------------------------|
| Listed End Product | Listed Countries of Origin: |
| | |

| | |
|---|---|
| . | . |
| . | . |

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other -----.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract: CLIN'S 0001-0016.

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

252.225-7000

BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

 (Line Item Number Country of Origin)

 (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

EXHIBITS/ATTACHMENTS

The following documents are hereby incorporated into this contract:

EXHIBIT "A" – Contract Data Requirements List (CDRLs), DD Form 1423

| <u>DOCUMENT</u> | <u>DESCRIPTION</u> | <u>PAGES</u> | <u>DATE</u> |
|-----------------|--|--------------|-------------|
| CDRL A001 | SYSTEM SAFETY HAZARD ANALYSIS REPORT | 1 | 2/25/2011 |
| CDRL A002 | CONFIGURATION STATUS ACCT INFO. | 1 | 2/25/2011 |
| CDRL A003 | ENGINEERING CHANGE PROPOSAL | 1 | 2/25/2011 |
| CDRL A004 | REQUEST FOR DEVIATION | 1 | 2/25/2011 |
| CDRL A005 | FAILURE SUMMARY & ANALYSIS REPORT | 1 | 2/25/2011 |
| CDRL A006 | TOP LEVEL DRAWINGS | 1 | 2/25/2011 |
| CDRL A007 | COTS MANUALS & ASSOCIATED DATA | 1 | 2/25/2011 |
| ATTACHMENT (1) | SPECIFICATION PS/JXNLM/C11/0212 (FMBS-RC) | 14 | 3/16/2011 |
| ATTACHMENT (2) | SPECIFICATION PS/JXNLM/C11/0122 (FMBS-LMG) | 12 | 3/16/2011 |